

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL MAINE INC.
675 HOGAN ROAD
MAINE SQ MALL/STE A-1
BANGOR ME 04401

BORROWERS (called "You", "Your")

DUNTON, ALAN S
SS# 006621532
DUNTON, CINDY
SS# 007728162
216 LINDSEY RD
NEWBURGH ME 04444

LOAN NO:

DATE OF LOAN 06/25/2002	FIRST PAYMENT DUE DATE 07/25/2002	OTHERS SAME DAY OF EACH MONTH	FINAL PAYMENT DUE DATE 06/25/2032	CONTRACT RATE (per year) 10.463 %
AMOUNT FINANCED \$ 156,499.24		PRINCIPAL \$ 168,550.61	PROCEEDS AFTER INS. \$ 156,499.24	
		POINTS \$ 12,051.37	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	IUI PREMIUM \$ NONE		
FIRST INSTALLMENT \$ 1,537.18				
MONTHLY INSTALLMENT \$ 1,537.18				
TERM PERIOD 360				

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

YES Title insurance on real estate security.
YES Hazard insurance on real estate security.

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.

(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

EXHIBIT

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LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for this loan you agree to pay us the Principal [Amount Financed plus Points (all shown on page one)] plus Interest in monthly payments as stated on page one, computed by the simple interest method on the unpaid balances of Principal at the Contract Rate (shown on page one) plus any monthly insurance premium, if elected, until fully paid. You shall pay us monthly payments, at our business address or other address given you. If more than one Borrower is named on page one, we may enforce this Contract against all, or any Borrowers, but not in a combined amount greater than the amount owed. Payments are applied in the following order: late charges, interest at the Contract Rate for the actual time outstanding, principal, and insurance. For any past due amounts, payments will be applied to the most delinquent monthly installment first, in the same order shown above, until all past due monthly installments are paid in full. For late charge purposes, as long as you make a full monthly installment any month, no late charge will be assessed for that month.

DATE ON WHICH INTEREST BEGINS. If you do not cancel this loan within three business days according to your "Notice of Right to Rescind" then the date on which Interest begins, payment dates, and effective date of optional insurance purchased on page one are postponed by the number of days from this Agreement's date to date you receive this loan.

ADJUSTMENT TO CONTRACT RATE. The Contract Rate, as shown on page one, will decrease by one half of one percent (.50%) at the end of the 3rd year (36th month), the 4th year (48th month) and the 5th year (60th month) (collectively the "Rate Reduction"), if all payments are made within 30 days of their due date, and you have not filed a petition under the U.S. Bankruptcy Code during the months preceding the Rate Reduction. The Rate Reduction will take effect no later than the first payment due date following the 36th, 48th, and 60th month anniversary dates from the date of the contract. Even if the rate is decreased, the monthly payment will not be adjusted, thus the total loan amount will be paid in full sooner than the final payment due date shown on page one, assuming all payments are made on their due date. Notwithstanding anything to the contrary in this paragraph, if, before any Rate Reduction, any payment is made more than 30 days after the due date, or you have filed a petition under the U.S. Bankruptcy Code, you will not receive the Rate Reduction following such event.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. You may prepay any or all of your loan at any time. If you fully prepay before the final due date, the Points are fully earned when this loan is made, and you will not receive a refund of that part of the Finance Charge consisting of Points. If you fully prepay before the final due date, the amount you owe will be reduced by unearned credit insurance charges, if any.

LATE CHARGE. If you don't pay any payment in full within 15 days after it's due, you will also pay a late charge equal to 5% of the monthly payment, not exceeding \$10.

BAD CHECK CHARGE. If you give us a check that is returned unpaid, you will pay a bad check charge in an amount equal to the fee charged by the financial institution returning the check.

LOANS WITH BALLOON FINAL INSTALLMENT. If the final installment on your loan requires a balloon payment, which is a payment not substantially equal to all other periodic payments or installments, you have certain rights under Maine law. We must notify you in writing of the maturity date and the amount due on that date at least 60 days but not more than 180 days prior to the maturity date of the loan. You will have the right to refinance the amount of the final balloon payment in order to fully amortize the remaining amount due on terms then generally offered by us, if you satisfy reasonable credit standards and if the property satisfies reasonable loan to value standards.

SECURITY. You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

PROPERTY INSURANCE:

A. YOUR OBLIGATION TO INSURE. You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE. You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

APPLICABLE LAW. This loan is governed by the Maine Consumer Credit Code.

FAILURE TO PAY. If you don't pay on time or fail to keep the insurance required on page one in force, or are in default under the terms of your Mortgage, (1) we will notify you of your right to bring your account up to date, (2) if your account is not brought up to date within 14 days after receipt of the notice of your right to cure, we may sue you for the total amount you owe and (3) if your loan is secured by real estate, you will also pay our reasonable attorney fees. Not to exceed 15% of the unpaid debt after default and referral to an attorney who is not our salaried employee.

CREDIT REPORTING AND CUSTOMER INFORMATION PRACTICES. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

NOTICE TO CONSUMER:

1. Do not sign this agreement before you read it.
2. You are entitled to a copy of this agreement.

BORROWERS:

Alan S. Dato (SEAL)

Cindy Z. Dato (SEAL)

(SEAL)

WITNESS:

[Signature]

ALLONGE TO NOTE

Caliber Document ID#:

Account Number:

Allonge to Note Dated: **6/25/2002**

And Executed by: **ALAN S DUNTON**

CINDY L DUNTON

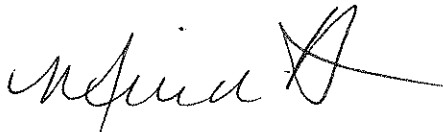
Property Address: **216 LINDSEY RD**

NEWBURGH, ME 04444-4534

Loan Amount: **\$168,550.61**

Pay to the order of: **U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF8
MASTER PARTICIPATION TRUST**

Without recourse: **BENEFICIAL MAINE INC. , BY CALIBER HOME
LOANS, INC., AS ITS ATTORNEY IN FACT**



By: **Mindi Hernandez**

Title: **Authorized Signatory**

ALLONGE TO NOTE

Caliber Document ID#:

Account Number:

Allonge to Note Dated: **6/25/2002**

And Executed by: **ALAN S DUNTON**

CINDY L DUNTON

Property Address: **216 LINDSEY RD**

NEWBURGH, ME 04444-4534

Loan Amount: **\$168,550.61**

Pay to the order of:

Without recourse:

**U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF8
MASTER PARTICIPATION TRUST, BY CALIBER
HOME LOANS, INC., AS ITS ATTORNEY IN FACT**

By:


Roy Lacey

Title:

Authorized Signatory